

**Filed**  
FEB 8 2007  
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CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA

18 LAWRENCE E. JAFFE PENSION PLAN, On )  
Behalf of Itself and All Others Similarly )  
19 Situated, )

20 Plaintiff, )

21 vs. )

22 HOUSEHOLD INTERNATIONAL, INC., et )  
al., )

23 Defendants. )  
24 )

No. C 07 80028 MISC-CRB

(N.D. Ill. Lead Case No. 02-C-5893  
(Consolidated))

STIPULATED PROTECTIVE ORDER

1 **I. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action are likely to involve production of  
 3 confidential, proprietary, or private information for which special protection from public disclosure  
 4 and from use for any purpose other than prosecuting this litigation would be warranted.  
 5 Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated  
 6 Protective Order. The parties acknowledge that this Order does not confer blanket protections on all  
 7 disclosures or responses to discovery and that the protection it affords extends only to the limited  
 8 information or items that are entitled under the applicable legal principles to treatment as  
 9 confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated  
 10 Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule  
 11 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied  
 12 when a party seeks permission from the court to file material under seal.

13 **II. DEFINITIONS**

14 1. Party: any party to this action, including all of its officers, directors, employees,  
 15 consultants, retained experts, and outside counsel (and their support staff).

16 2. Disclosure or Discovery Material: all items or information, regardless of the medium  
 17 or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or  
 18 tangible things) that are produced or generated in disclosures or responses to discovery in this  
 19 matter.

20 3. "Confidential" Information or Items: information (regardless of how generated, stored  
 21 or maintained) or tangible things that qualify for protection under standards developed under Fed. R.  
 22 Civ. P. 26(c).

23 4. "Highly Confidential – Attorneys' Eyes Only" Information or Items: extremely  
 24 sensitive "Confidential Information or Items" whose disclosure to another Party or non-party would  
 25 create a substantial risk of serious injury that could not be avoided by less restrictive means.

26 5. Receiving Party: a Party that receives Disclosure or Discovery Material from a  
 27 Producing Party.

1           6.     Producing Party: a Party or non-party that produces Disclosure or Discovery Material  
2 in this action.

3           7.     Designating Party: a Party or non-party that designates information or items that it  
4 produces in disclosures or in responses to discovery as "Confidential" or "Highly Confidential –  
5 Attorneys' Eyes Only."

6           8.     Protected Material: any Disclosure or Discovery Material that is designated as  
7 "Confidential" or as "Highly Confidential – Attorneys' Eyes Only."

8           9.     Outside Counsel: attorneys who are not employees of a Party but who are retained to  
9 represent or advise a Party in this action.

10          10.    House Counsel: attorneys who are employees of a Party.

11          11.    Counsel (without qualifier): Outside Counsel and House Counsel (as well as their  
12 support staffs).

13          12.    Expert: a person with specialized knowledge or experience in a matter pertinent to the  
14 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a  
15 consultant in this action and who is not a past or a current employee of a Party or of a competitor of  
16 a Party's and who, at the time of retention, is not anticipated to become an employee of a Party or a  
17 competitor of a Party's. This definition includes a professional jury or trial consultant retained in  
18 connection with this litigation.

19          13.    Professional Vendors: persons or entities that provide litigation support services (*e.g.*,  
20 photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing,  
21 retrieving data in any form or medium; etc.) and their employees and subcontractors.

22          14.    Jaffe Action in Illinois: refers to the *Jaffe v. Household Int'l, Inc.* action 02C5893  
23 pending in the Northern District of Illinois before the Honorable Ronald A. Guzman.

### 24 **III. SCOPE**

25           The protections conferred by this Stipulation and Order cover not only Protected Material (as  
26 defined above), but also any information copied or extracted therefrom, as well as all copies,  
27 excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by  
28 parties or counsel to or in court or in other settings that might reveal Protected Material.

#### 1 IV. DURATION

2 Even after the termination of this litigation, the confidentiality obligations imposed by this  
3 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order  
4 otherwise directs.

#### 5 V. DESIGNATING PROTECTED MATERIAL

6 1. Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
7 non-party that designates information or items for protection under this Order must take care to limit  
8 any such designation to specific material that qualifies under the appropriate standards. A  
9 Designating Party must take care to designate for protection only those parts of material, documents,  
10 items, or oral or written communications that qualify – so that other portions of the material,  
11 documents, items, or communications for which protection is not warranted are not swept  
12 unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
14 shown to be clearly unjustified, or that have been made for an improper purpose (*e.g.*, to  
15 unnecessarily encumber or retard the case development process, or to impose unnecessary expenses  
16 and burdens on other parties), expose the Designating Party to sanctions.

17 If it comes to a Party's or a non-party's attention that information or items that it  
18 designated for protection do not qualify for protection at all, or do not qualify for the level of  
19 protection initially asserted, that Party or non-party must promptly notify all other parties that it is  
20 withdrawing the mistaken designation.

21 2. Manner and Timing of Designations. Except as otherwise provided in this Order (*see*,  
22 *e.g.*, second paragraph of §5.2(a), below), or as otherwise stipulated or ordered, material that  
23 qualifies for protection under this Order must be clearly so designated before the material is  
24 disclosed or produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (apart from transcripts of depositions or  
27 other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or  
28 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at the top of each page that contains



1 protected material. If only a portion or portions of the material on a page qualifies for protection, the  
2 Producing Party must also clearly identify the protected portion(s) (*e.g.*, by making appropriate  
3 markings in the margins) and must specify, for each portion, the level of protection being asserted  
4 (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY").

5 A Party or non-party that makes original documents or materials available for  
6 inspection need not designate them for protection until after the inspecting Party has indicated which  
7 material it would like copied and produced. During the inspection and before the designation, all of  
8 the material made available for inspection shall be deemed "HIGHLY CONFIDENTIAL –  
9 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the documents it wants  
10 copied and produced, the Producing Party must determine which documents, or portions thereof,  
11 qualify for protection under this Order, then, before producing the specified documents, the  
12 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or "HIGHLY  
13 CONFIDENTIAL – ATTORNEYS' EYES ONLY") at the top of each page that contains Protected  
14 Material. If only a portion of portions of the material on a page qualifies for protection, the  
15 Producing Party also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
16 markings in the margins) and must specify, for each portion, the level of protection being asserted  
17 (either "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY").

18 (b) for testimony given in deposition or in other pretrial or trial proceedings, that  
19 the Party or non-party offering or sponsoring the testimony identify on the record, before the close of  
20 the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions  
21 of the testimony that qualify as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."  
22 When it is impractical to identify separately each portion of testimony that is entitled to protection,  
23 and when it appears that substantial portions of the testimony may qualify for protection, the Party or  
24 non-party that sponsors, offers, or gives the testimony may invoke on the record (before the  
25 deposition or proceeding is concluded) a right to have up to 20 days to identify the specific portions  
26 of the testimony as to which protection is sought and to specify the level of protection being asserted  
27 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"). Only  
28

1 those portions of the testimony that are appropriately designated for protection within the 20 days  
 2 shall be covered by the provisions of this Stipulated Protective Order.

3 Transcript pages containing Protected Material must be separately bound by  
 4 the court reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or  
 5 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as instructed by the Party or non-  
 6 party offering or sponsoring the witness or presenting the testimony.

7 (c) for information produced in some form other than documentary, and for any  
 8 other tangible items, that the Producing Party affix in a prominent place on the exterior of the  
 9 container or containers in which the information or item is stored the legend "CONFIDENTIAL" or  
 10 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." If only portions of the information  
 11 or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected  
 12 portions, specifying whether they qualify as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
 13 ATTORNEYS' EYES ONLY."

14 3. Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 15 designated qualified information or items as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –  
 16 ATTORNEYS' EYES ONLY" does not, standing alone, waive the Designating Party's right to  
 17 secure protection under this Order for such material. If material is appropriately designated as  
 18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" after the  
 19 material was initially produced, the Receiving Party, on timely notification of the designation, must  
 20 make reasonable efforts to assure that the material is treated in accordance with the provisions of this  
 21 Order.

## 22 VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 1. Timing of Challenges. Unless a prompt challenge to a Designating Party's  
 24 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
 25 economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive  
 26 its right to challenge a confidentiality designation by electing not to mount a challenge promptly  
 27 after the original designation is disclosed.

2. Meet and Confer. A Party that elects to initiate a challenge to a Designating Party's confidentiality designation must do so in good faith and must begin the process by conferring directly (in voice-to-voice dialogue; other forms of communication are not sufficient) with counsel for the Designating Party. In conferring, the challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances and, if no change in designation is offered, to explain the basis for the chosen designation. A challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet-and-confer process first.

3. Judicial Intervention. A Party that elects to press a challenge to a confidentiality designation after considering the justification offered by the Designating Party may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) that identifies the challenged material and sets forth in detail the basis for the challenge. Each such motion must be accompanied by a competent declaration that affirms that the movant has complied with the meet-and-confer requirements imposed in the preceding paragraph and that sets forth with specificity the justification for the confidentiality designation that was given by the Designating Party in the meet-and-confer dialogue.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Until the court rules on the challenge, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation.

## **VII. ACCESS TO AND USE OF PROTECTED MATERIAL**

1. Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a non-party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of §11, below (FINAL DISPOSITION).



1 Protected Material must be stored and maintained by a Receiving Party at a location  
2 and in a secure manner that ensures that access is limited to the persons authorized under this Order.

3 2. Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered  
4 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
5 information or item designated "CONFIDENTIAL" only to:

6 (a) the Receiving Party's Outside Counsel of record in this action, as well as  
7 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
8 litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached  
9 hereto as Exhibit A;

10 (b) the officers, directors, and employees (including House Counsel) of the  
11 Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed  
12 the "Agreement to Be Bound by Protective Order" (Exhibit A);

13 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure is  
14 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by  
15 Protective Order" (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters, their staffs, and professional vendors to whom disclosure is  
18 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by  
19 Protective Order" (Exhibit A);

20 (f) during their depositions, witnesses in the action to whom disclosure is  
21 reasonably necessary and who have signed the "Agreement to Be Bound by Protective Order"  
22 (Exhibit A). Pages of transcribed deposition testimony or exhibits to depositions that reveal  
23 Protected Materials must be separately bound by the court reporter and may not disclosed to anyone  
24 except as permitted under this Stipulated Protective Order.

25 (g) the author of the document or the original source of the information.

26 3. Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
27 Information or Items. Unless otherwise ordered by the court or permitted in writing by the  
28



1 Designating Party, a Receiving Party may disclose any information or item designated "HIGHLY  
2 CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

3 (a) the Receiving Party's Outside Counsel of record in this action, as well as  
4 employees of said Counsel to whom it is reasonably necessary to disclose the information for this  
5 litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached  
6 hereto as Exhibit A;

7 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably  
8 necessary for this litigation, (2) who have signed the "Agreement to Be Bound by Protective Order"  
9 (Exhibit A), [*Optional*]; and (3) as to whom the procedures set forth in paragraph 7.4, below, have  
10 been followed];

11 (c) the Court and its personnel;

12 (d) court reporters, their staffs, and professional vendors to whom disclosure is  
13 reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by  
14 Protective Order" (Exhibit A);

15 (e) the author of the document or the original source of the information; and

16 (f) counsel for all Household Defendants in the Jaffe Action in Illinois.

17 4. [*Optional*.] Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL --  
18 FOR ATTORNEYS' EYES ONLY" Information or Items to "Experts," or Persons other than the  
19 Author of Documents or Original Source of Information ("Other Persons").

20 (a) Unless otherwise ordered by the court or agreed in writing by the Designating  
21 Party, a Party that seeks to disclose to an "Expert" (as defined in this Order) or "Other Persons" any  
22 information or item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
23 ONLY" first must make a written request to the Designating Party that (1) identifies the specific  
24 HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to disclose to the  
25 Expert or Other Persons, (2) sets forth the full name of the Expert or Other Persons and the city and  
26 state of his or her primary residence, (3) attaches a copy of the Expert's current resume (N/A to  
27 Other Persons), (4) identifies the Expert's or Other Persons' current employer(s), (5) identifies each  
28 person or entity from whom the Expert has received compensation for work in his or her areas of

1 expertise or to whom the expert has provided professional services at any time during the preceding  
2 five years (N/A to Other Persons), and (6) identifies (by name and number of the case, filing date,  
3 and location of court) any litigation in connection with which the Expert has provided any  
4 professional services during the preceding five years (N/A to Other Persons).

5 (b) A Party that makes a request and provides the information specified in the  
6 preceding paragraph may disclose the subject Protected Material to the identified Expert or Other  
7 Persons unless, within seven court days of delivering the request, or in the case of a deposition, as  
8 soon as the party intending to use such a document has given Notice to the Producing Party of such  
9 use (and no less than 24 hours notice), the Party receives a written objection from the Designating  
10 Party. Any such objection must set forth in detail the grounds on which it is based. A copy of this  
11 Protective Order as well as Exhibit A of the Protective Order will be provided to and signed by the  
12 Expert or Other Persons prior to the use of a document designated as "HIGHLY CONFIDENTIAL –  
13 ATTORNEYS' EYES ONLY" in any deposition that is taken in the *Jaffe v. Household International*  
14 *Inc.*, securities litigation Case No. 02C5893 currently pending before the Honorable Ronald A.  
15 Guzman in the Northern District of Illinois.

16 (c) A Party that received a timely written objection must meet and confer with the  
17 Designating party (through direct voice to voice dialogue) to try to resolve the matter by agreement.  
18 If no agreement is reached, the Party seeking to make the disclosure to the Expert may file a motion  
19 as provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable)  
20 seeking permission from the court to do so. Any such motion must describe the circumstances with  
21 specificity, set forth in detail the reasons for which the disclosure to the Expert is reasonably  
22 necessary, assess the risk of harm that the disclosure would entail and suggest any additional means  
23 that might be used to reduce that risk. In addition, any such motion must be accompanied by a  
24 competent declaration in which the movant describes the parties' efforts to resolve the matter by  
25 agreement (*i.e.*, the extent and content of the meet and confer discussions) and sets forth the reasons  
26 advanced by the Designating Party for its refusal to approve the disclosure.

1 In any such proceeding the Party opposing disclosure to the Expert shall bear the  
2 burden of providing that the risk of harm that the disclosure would entail (under the safeguards  
3 proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

4 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**  
5 **IN OTHER LITIGATION.**

6 If a Receiving Party is served with a subpoena or any order issued in other litigation that  
7 would compel disclosure of any information or items designated in this action as  
8 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," the  
9 Receiving Party must so notify the Designating Party, in writing (by fax, if possible) immediately  
10 and in no event more than three court days after receiving the subpoena or order. Such notification  
11 must include a copy of the subpoena or court order.

12 The Receiving Party also must immediately inform in writing the Party who caused the  
13 subpoena or order to issue in the other litigation that some or all the material covered by the  
14 subpoena or order is <sup>the</sup> subject of this Protective Order. In addition, the Receiving Party must deliver a  
15 copy of this Stipulated Protective Order promptly to the Party in the other action that caused the  
16 subpoena or order to issue.

17 The purpose of imposing these duties is to alert the interested parties to the existence of this  
18 Protective Order and to afford the Designating Party in this case an opportunity to try to protect its  
19 confidentiality interests in the court from which the subpoena or order issued. The Designated Party  
20 shall bear the burdens and the expenses of seeking protection in that court of its confidential material  
21 – and nothing in these provisions should be construed as authorizing or encouraging a Receiving  
22 Party in this action to disobey a lawful directive from another court.

23 **IX. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

24 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed the Protected  
25 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
26 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
27 disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the  
28 person or persons to whom unauthorized disclosures were made of all the terms of this Order, and



(d) request such person or persons to execute the "Acknowledgement and Agreement to Be Bound" that is attached hereto as Exhibit A.

### **X. FILING PROTECTED MATERIAL.**

Without written permission from the Designating Party or a court order secured after appropriate notice to all interested persons, a Party may not file in the public record in this action any Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5.

### **XI. FINAL DISPOSITION.**

Unless otherwise ordered or agreed in writing by the Producing Party, within sixty days after the final termination of this action, each Receiving Party must return all Protected Material to the Producing Party. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries or any other form of reproducing or capturing any of the Protected Material. With permission in writing from the Designating Party, the Receiving Party may destroy some or all of the Protected Material instead of returning it. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the sixty day deadline that identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or other forms of reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set for in Section 4 (DURATION), above.

### **XII. MISCELLANEOUS**

1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

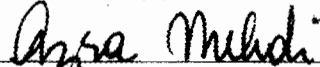
2. Right to Assert other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any

information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.


3. Request for "Highly Confidential – Attorneys' Eyes Only" Documents by Lead Plaintiffs or any Unnamed Class members: Should Lead Counsel in the *Jaffe* litigation pending in the Northern District of Illinois receive such a request, they will notify counsel for Wells Fargo in writing within 48 hours of receipt of such request. If there is a dispute regarding such request, Lead Counsel and/or Wells Fargo reserves the right to bring this matter to the Court for resolution.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: February 7, 2007

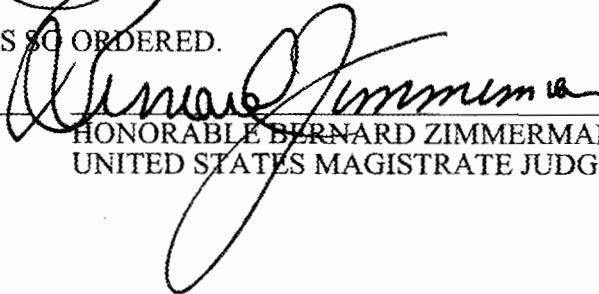
  
Attorneys for Lead Plaintiffs

DATED: February 7, 2007

  
Attorneys for Subpoena Respondent  
Wells Fargo & Co.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: 8 Feb 07

  
HONORABLE BERNARD ZIMMERMAN  
UNITED STATES MAGISTRATE JUDGE

T:\CasesSF\Household Intf\STP00039002\_Calif.doc

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name],  
of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read  
in its entirety and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Northern District of California on [date] in the case of \_\_\_\_\_  
[insert formal name of the case and the number and initials assigned to it by the court]. I agree  
to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand  
and acknowledge that failure to so comply could expose me to sanctions and punishment in the  
nature of contempt. I solemnly promise that I will not disclose in any manner any information or  
item that is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Northern District of California for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name]  
of \_\_\_\_\_ [print or type full address and telephone number]  
as my California agent for service of process in connection with this action or any proceedings  
related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]

T:\CasesSF\Household Int'l\STP00039002\_Calif.doc



UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN DISTRICT OF CALIFORNIA

LAWRENCE E. JAFFE,  
Plaintiff,

Case Number: CV07-80028 CRB  
(MISC)(BZ)

v.

**CERTIFICATE OF SERVICE**

HOUSEHOLD INTERNATIONAL et al,  
Defendant.

---

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Northern District of California.

That on February 8, 2007, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.


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D. Cameron Baker  
Jason C. Davis  
Luke O Brooks  
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Dated: February 8, 2007

  
Richard W. Wieking, Clerk  
By: Lashanda Scott, Deputy Clerk